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| JUL 22 2022                                      |                                 |
| CLERK U.S. DISTRICT COURT<br>DISTRICT OF ARIZONA |                                 |
| BY _____   | DEPUTY _____                    |

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

|                             |   |                                    |
|-----------------------------|---|------------------------------------|
| Dana Scioli,                | ) | Case No. <b>CV22-01236-PHX-GMS</b> |
| Plaintiff,                  | ) | Complaint for Damages              |
| v.                          | ) | (Diversity Claim)                  |
| AAA, Patrick Henry Schlecht | ) |                                    |
| and Verizon                 | ) |                                    |
| Defendant.                  | ) |                                    |

The complaint is based on information and belief:

**JURISDICTION AND VENUE**

Dana Scioli, Attorney the Plaintiff pays his IRS Taxes in Washington DC 20006 and

1 therefore is a resident in Washington DC 20006.

2 Defendant AAA is a registered company in Arizona and elsewhere.

3  
4 Defendant Patrick Schlecht is a citizen of state of Arizona

5 Defendant Verizon is registered to do business in Arizona and elsewhere

6  
7 **FACTS**

8 Patrick Schlecht is a discharged Army soldier, and was accused after discharge of  
9 the following crimes: [https://www.nytimes.com/1986/12/17/us/right-wing-group-](https://www.nytimes.com/1986/12/17/us/right-wing-group-accused-of-bank-robbery-plot.html)  
10 [accused-of-bank-robbery-plot.html](https://www.nytimes.com/1986/12/17/us/right-wing-group-accused-of-bank-robbery-plot.html) See, FBI West Virginia Identification Section  
11 for details.  
12

13 Dana and Patrick had an agreement that Dana would meet in Truckee CA and drive  
14 back to Arizona together that Dana would provide several hundred dollars for gas  
15 and food and Dana fulfilled that obligation to his longtime friend Patrick.  
16

17 Patrick Schlecht and Dana Scioli, Space Exploration Attorney were digging in the  
18 Nevada area after discovery of Gold and other minerals through a testing method of  
19 dish soap commonly known as a detergent to ensure it was not fool's gold Dana  
20 Scioli started to get sick. Prior to the known Goldmine production value.  
21

22 Bio-based products are wholly or partly derived from materials of biological origin,  
23 excluding materials embedded in geological formations and/or fossilized. In  
24 industrial processes, enzymes are used in the production of chemical building  
25 blocks, detergents, pulp and paper, textiles.  
26  
27  
28

1 Dana Scioli contacted various governmental agencies preparing documents and  
2 posting Facebook articles one of such articles documenting the mine location and  
3 talents of Dana Scioli, Space Exploration Attorney as she was just doing her duty.  
4

5 As time progressed Dana Scioli started to taste a trace of soap but thought it was a  
6 failure of Patrick to rinse the plate or cup. As Dana approached Parker, Arizona with  
7 Patrick in the AAA insured vehicle (RV) it became evident that there was anger of  
8 Patrick towards Dana Scioli, Space Exploration Attorney. Patrick would yell at Dana  
9 and look at Dana with hard eyes. Even telling someone about Rape as Dana recorded.  
10 Dana took the additional steps to Counsel Patrick about business dealing within the  
11 City of Scottsdale. Dana Scioli as well filed a Pleading and contacted at a later date  
12 United States District Court for The Southern District of New York and the New  
13 York Court of Appeals Bar, Division Three for Bar Admission.  
14

15 At all times relevant to the complaint Patrick would entice Dana to pay additional  
16 money to pay for things that Dana had not agreed to. As well as perform services  
17 that were not agreed to at time of travel.  
18

19 It finally came to Dana's attention that she was being poisoned by Patrick. Dana  
20 started to have bowel problems and throat problems determined to be from the dish  
21 soap. Honor Health Dx the medical issues that resulted in bowel problem and photos  
22 were sent to AAA. All of the occurrences at all times relevant were in the vehicles  
23 owned by Patrick Schlecht and insured by AAA.  
24  
25  
26  
27  
28



1 "Dear Dana Scioli,

2  
3 Good morning. I'm glad to hear your refund is in process...

4  
5 Regards,

6  
7 ***Erin D***

8 *Executive Analyst -Executive Office*

9 *HQ Executive Relations Operations -Verizon Consumer Group"*

10 Dana Scioli after being made promises for money to be refunded has received no  
11 USD in his debit card account as promised by Verizon. This has caused damage in  
12 conjunction with the other named Defendants that would have eased the burden on  
13 Dana Scioli had Dana Scioli been given the refund. The common goal appeared to  
14 be break Dana Scioli and trap Dana by carry away. This is shown by Verizon data  
15 and United States Geo Spatial metadata through NSA.

16  
17 Dana Scioli was place in the hospital for bowel, throat and burning problems  
18 incurred costs for hospital stays. Dana Scioli reported Verizon to the State of  
19 Arizona under the criminal complaint procedure relevant to bill pay under there  
20 jurisdiction.

21  
22 But not limited to herein.

23  
24  
25 **Breach of Contract**

26  
27 Plaintiff realleges and incorporates the above herein:

1 Although Arizona law allows for verbal contracts in some cases, most contracts  
2 must be written to be considered valid. This is based on the Statute of  
3 Frauds. A.R.S. §44-101 outlines the types of contracts that must be in writing to be  
4 valid.

5 There are three types of breach of contract.

6 **1. Material:** Does not allow a party to fulfill their part of the contract

7 **2. Partial:** A contracting party is still able to fulfill part of the contract

8 **3. Anticipatory:** A party believes that the other party will not fulfill their part of  
9 the contract

10 To prove a breach of contract, you must show four things:

11 1. First, the party claiming a breach must show the contract is **valid**. It must be  
12 entered into by someone legally allowed to do so and it must be in writing, if  
13 required.

14 2. Next, the party claiming a breach must show that **they performed their part** of  
15 the contract or intend to, or have attempted to, even in the face of resistance or  
16 difficulty from the defendant.

17 3. The party claiming breach must also prove that the other party **did not**  
18 **adequately perform their part** of the contract.

19 4. Finally, the party claiming breach must show that they **suffered losses** because  
20 of the breach of contract.

### 21 **Insurance Bad Faith**

22 Plaintiff realleges and incorporates the above herein:

23 There is an implied duty of good faith and fair dealing in every insurance policy.

24 Dana Scioli claims that AAA breached this duty. To prove that Dana Scioli breached  
25 the duty of good faith and fair dealing, Dana Scioli must prove: 1. AAA  
26 intentionally1 [denied the claim] [failed to pay the claim] [delayed payment of the  
27  
28

claim]2 without a reasonable basis for such action; and 2. AAA knew that it acted without a reasonable basis, or AAA failed to perform an investigation or evaluation adequate to determine whether its action was supported by a reasonable basis.

In all aspects of investigating or evaluating a claim, AAA is required to give as much consideration to Dana Scioli's interests as it does to its own interests.

To prove that AAA acted intentionally [on the bad faith claim], Dana Scioli must prove that AAA intended its conduct, but Dana Scioli does not need to prove that AAA intended to cause injury. AAA's conduct is not intentional if it is inadvertent or due to a good faith mistake.

There is an implied duty of good faith and fair dealing in every insurance contract. Dana Scioli claims that AAA breached this duty. The duty of good faith and fair dealing requires an insurance company to give the same consideration to its insured's interests as it gives to its own when it considers a settlement offer.<sup>1</sup> The test for evaluating whether an insurance company has given equal consideration to the interests of its insured is whether a prudent insurer without policy limits would have accepted the settlement offer.

The breach of the duty of good faith and fair dealing caused Dana Scioli: 1. Monetary loss or damage to credit reputation experienced and reasonably probable to be experienced in the future; and 2. Emotional distress, humiliation, inconvenience, and anxiety experienced and reasonably probable to be experienced in the future.

Negligence

Plaintiff realleges and incorporates the above herein:

Defendant was under a common law duty or obligation to exercise reasonable care for the safety of others while driving his automobile. Defendant violated that duty by failing to control the equipment of his vehicle to avoid damages as such as poisoning. Defendant's conduct was, therefore, negligent.

Due to Defendant's negligence, Plaintiff sustained throat, bowel and burning as well as other injuries. In addition, Plaintiff suffered pain, alteration in her lifestyle, inconvenience, and other effects of the injuries.

Plaintiff underwent reasonable and necessary medical treatment as a result of her injuries. Plaintiff has incurred medical bills arising from that medical treatment.

In order to maintain a negligence/tort action in Arizona, an injury victim must

establish the four elements of a tort. Duty. The plaintiff must prove that the

defendant owed them a duty of care when Dana and Patrick text each other

agreeing on the terms of the ride. Breach. The plaintiff must prove that the

defendant breached the duty of care basic standards of RV living are alleged such

as hazardous equipment Causation. The plaintiff must prove that the injury was

caused by the defendant 'breach. Damages.

In other words, the injury victim must prove that the defendant had a duty to the



1 victim, the defendant breached that duty, and the breach of the duty caused  
2 damages that has been plead in the case before us.

3  
4 Relief

5  
6 WHEREFORE, Plaintiff requests judgment against Defendants as follows:

7 General damages in an amount to be proven at trial;

8 Special damages in an amount to be proven at trial;

9 Property Damage;

10 Amend Pleadings and Complaint;

11 Attorneys' fees and costs; and

12 Such other and further relief as the Court deems just and proper under the  
13 circumstances.

14 Respectfully submitted this 7<sup>th</sup> day of May 2022.

15  
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17  
18 Law Firm of Dana Scioli

19 /S/ Dana Scioli

20  
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